

EXHIBIT "B"

COPY



Lloyd's Policy

We, Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached hereto (hereinafter referred to as 'the Underwriters'), hereby agree, in consideration of the payment to Us by or on behalf of the Assured of the Premium specified in the Schedule, to insure against loss, including but not limited to associated expenses specified herein, if any, to the extent and in the manner provided in this Policy:

The Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, and therefore each of the Underwriters (and his Executors and Administrators) shall be liable only for his own share of his Syndicate's proportion of any such Loss and of any such Expenses. The identity of each of the Underwriters and the amount of his share may be ascertained by the Assured or the Assured's representative on application to Lloyd's Policy Signing Office, quoting the Lloyd's Policy Signing Office number and date or reference shown in the Table.

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

In Witness whereof the General Manager of Lloyd's Policy Signing Office has signed this Policy on behalf of each of Us.

R.C. *[Signature]*
LLOYD'S POLICY SIGNING OFFICE
General Manager

FOR EMBOSSEMENT BY
LLOYD'S
POLICY SIGNING
OFFICE
EMBOSSEMENT
APPEARS HERE
ON ORIGINAL
DOCUMENT
LLOYD'S POLICY SIGNING OFFICE

LLOYD'S

**THE INSURED IS REQUESTED TO READ THIS POLICY. IF IT IS INCORRECT, PLEASE RETURN IT
IMMEDIATELY TO YOUR BROKER OR AGENT FOR ALTERATION.**

IN ALL COMMUNICATIONS THE POLICY NUMBER APPEARING OVERLEAF SHOULD BE QUOTED

NOTICE

- 1. THE INSURANCE POLICY THAT YOU HAVE PURCHASED IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED "NONADMITTED" OR "SURPLUS LINE" INSURERS.**
- 2. THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT WHICH APPLIES TO CALIFORNIA LICENSED INSURERS.**
- 3. THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.**
- 4. CALIFORNIA MAINTAINS A LIST OF ELIGIBLE SURPLUS LINE INSURERS APPROVED BY THE INSURANCE COMMISSIONER. ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST.**
- 5. FOR ADDITIONAL INFORMATION ABOUT THE INSURER YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR "SURPLUS LINE" BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE, AT THE FOLLOWING TOLL-FREE TELEPHONE NUMBER: 1-800-927-4357.**
- 6. IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE BOUND IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS GOING TO LAPSE WITHIN TWO BUSINESS DAYS OR BECAUSE YOU WERE REQUIRED**

Safeonline  **SafeEnterprise**
Carpenter Moore



Underwritten by ACE Global Markets



Table of Contents

The Schedule	3
Introductory Clause	4
I. Insuring Agreement.....	4
II. Defense and Settlement of Claims.....	4
III. Definitions.....	5
1. Bodily Injury	5
2. Claim	5
3. Claims Expenses	6
4. Computer System	6
5. Computer Virus	6
6. Damages	6
7. Denial of Service	6
8. Directors and Officers	7
9. Hacker Attack.....	7
10. Internet	7
11. Policy Period	7
12. Professional Services.....	7
13. Property Damage	7
14. Retroactive Date.....	7
15. Subsidiary.....	7
16. Theft of Electronic Data.....	8
17. Trade Secret	8
18. "We", "Us", "Our"	8
19. Wrongful Act	8
20. "You", "Your" or "Yours" or Insured.....	9
IV. Exclusions.....	10
A. Dishonest Acts.....	10
B. Insured vs Insured.....	10
C. Bodily Injury/Property Damage.....	10
D. Insolvency	10
E. Management Liability	10
F. Known Losses.....	10
G. Prior Notified Losses.....	10
H. Contractual Liability	10
I. Patent Infringement & Trade Secret.....	10



Safeonline SafeEnterprise

Carpenter Moore



Underwritten by ACE Global Markets



ace global markets

J. Racketeer Influenced and Corrupt Organizations Act.....	11
K. Federal Trade Commission et al.....	11
 L. Employment Practices & Employee Retirement Income Security Act.....	11
M. SEC	11
N. Antitrust.....	11
O. Related Parties.....	11
P. Coupons, Prizes, Discounts.....	11
Q. Inaccurate Description.....	11
R. Digital Certificates	12
S. Internet Infrastructure.....	12
T. Wear and Tear	12
U. Asbestos.....	12
V. War and Terrorism	12
W. Fire, Earthquake, and Acts of God.....	13
X. Electromagnetism and Radiation	13
Y. Pollution.....	13
Z. Gambling and Pornography	13
 V. General Conditions	13
A. Limit of Liability	13
B. Deductible.....	13
C. Extended Reporting Provisions.....	14
D. Notice/Claims Reporting Provisions	14
E. Your Duties.....	15
F. Other Insurance	15
G. Legal Action Against Us.....	16
H. Choice of Law Provision	16
I. Subrogation.....	16
J. Changes.....	16
K. Mergers and Acquisitions	16
L. Assignment	16
M. Cancellation.....	17
N. Dispute Resolution	17
O. Service of Suit.....	18



Safeonline  **SafeEnterprise**
Carpenter Moore

Underwritten by ACE Global Markets



ace global markets

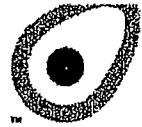
The Schedule

1. Policy number	SF604690Z		
2. Named Insured	Stubhub, Inc		
3. Address of Named Insured	55 Second Street Suite 300 San Francisco CA 94105		
4. Policy Period	From: 1 st May 2006 To: 1 st May 2007 (both days at 12.01am Local Standard time at the address shown of the Named Insured)		
5. Limit of Liability	The maximum payable under this Policy is: USD 3,000,000 any one claim and in the aggregate including Claims Expenses		
6. Deductible	USD 75,000	each and every	Claim including Claims Expenses
7. Retroactive Date	1 st March 2001 in respect of primary USD 2,000,000 Limit of Liability but 12 th January 2004 in respect of USD 1,000,000 xs USD 2,000,000		
8. Premium	USD 65,000.00		
9. Notice of Claim to	Robert W. Hammesfahr Cozen O'Connor 222 South Riverside Plaza Chicago, Illinois 60606-6000, USA		
10. Notice Of Election	Carpenter Moore Insurance Services, Inc. 717 Market Street, 7 th Floor San Francisco, CA 94103, USA		
11. Service of Suit	Sedgwick, Detert, Moran & Arnold 3 Park Plaza, 17 th Floor Irvine, California 92614-8540, USA		
12. Application form dated	31 st March 2006		
Dated in London	18 th July 2006		



Safeonline SafeEnterprise

Carpenter Moore



Underwritten by ACE Global Markets



ace global markets

Introductory Clause

THIS POLICY IS A CONTRACT FOR INSURANCE FOR CONSIDERATION BETWEEN YOU AND US. THE COVERAGE IS PROVIDED AS DESCRIBED BELOW SUBJECT ALWAYS TO OUR RECEIPT OF THE PREMIUM AND OUR RELIANCE UPON THE STATEMENTS MADE BY YOU IN THE APPLICATION WHICH FORMS PART OF YOUR POLICY AND THE BASIS OF YOUR INSURANCE COVER. THE POLICY IS SUBJECT TO THE LIMIT OF LIABILITY, EXCLUSIONS, CONDITIONS AND OTHER TERMS SET OUT BELOW.

READ THIS POLICY CAREFULLY TO DETERMINE THE EXTENT OF COVERAGE. VARIOUS PROVISIONS IN THIS POLICY RESTRICT YOUR COVERAGE.

Words and phrases that appear in bold print have special meanings and are defined separately. Whenever a singular form of a word is used, the same shall include the plural when required by context.

IMPORTANT:

THIS IS A CLAIMS FIRST MADE AND NOTIFIED POLICY. THIS POLICY IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AND NOTIFIED TO US DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD, ARISING FROM ANY CIRCUMSTANCES WHICH TOOK PLACE ON OR AFTER ANY RETROACTIVE DATE SPECIFIED IN ITEM 7 OF THE SCHEDULE AND BEFORE THE EXPIRY DATE OF THE POLICY PERIOD.

I. Insuring Agreement

We shall pay on your behalf all damages and claims expenses within the Limit of Liability in excess of your Deductible which you become legally obliged to pay as a result of any claim arising from any wrongful act first made against you and notified by you to us in writing during the policy period or any Extended Reporting Period.

II. Defense and Settlement of Claims

- It is our duty to defend a claim against you even if such claim is groundless or fraudulent however our right and duty to defend you under this Policy ends when the applicable Limit of Liability has been exhausted by payments of damages or claims expenses.
- We have the right and duty to defend, subject to the Limit of Liability, Exclusions, and other terms and conditions in this Policy, any claim against you seeking damages including injunctive or other non-



Safeonline  **SafeEnterprise**
Carpenter Moore

Underwritten by ACE Global Markets



ace global markets

monetary relief first made against you and notified to us during the policy period or any Extended Reporting Period, for any wrongful act first committed by you on or after any retroactive date and before the end of the policy period.

- (c) You may not make any payment (except at your own cost), assume any obligation, or incur any expense in relation to a claim without our written consent, provided that such consent may not be unreasonably withheld. Only reasonable and necessary costs will be paid.
- (d) We have the right to select and appoint defense counsel to defend any claim notified under this Policy. If you have appointed defense counsel, at our request you shall instruct them to turn over all their relevant files, materials and work product and co-operate with counsel who we select and appoint as defense counsel.
- (e) We have the right to investigate and settle any claim in the manner and to the extent that we believe is proper unless the total cost of damages and claims expenses is less than the amount remaining within your Deductible. If you refuse to consent to any settlement or compromise recommended by us which is also acceptable to the claimant and then elect to contest the claim, our liability for any damages and claims expenses shall not exceed the amount for which the claim could have been settled, less the remaining Deductible, plus the claims expenses incurred up to the time of such refusal, or the applicable Limit of Liability, whichever is less, and we shall have the right to withdraw from further defense by tendering control of said defense to you.

III. Definitions

1. **Bodily Injury** means physical injury, sickness, disease or death of any person.
2. **Claim** means
 - (a) a civil proceeding for damages commenced by the filing of a complaint or similar pleading; or
 - (b) an arbitration or mediation proceeding in which damages are sought; or
 - (c) a written demand for damages; or
 - (d) notice by a third party to you of circumstances that could reasonably be expected to result in any of the foregoing;

All claims arising out of:

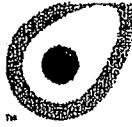
- (a) the same covered event; or
- (b) covered events of one or more insureds which have as a common nexus any fact, circumstance, situation, event, transaction, cause, or series of connected facts, circumstances, situations, events, transactions, or causes;

shall be considered a single claim regardless of the number of claims, claimants, defendants or causes of action. The date when any such claim is made will be the date that the first claim is made.



Safeonline SafeEnterprise

Carpenter Moore



Underwritten by ACE Global Markets



ace global markets

3. Claims expenses means;

- (a) fees charged by a lawyer(s) designated by us to defend any claim, and
- (b) all other reasonable fees, costs and expenses resulting from investigation, adjustment, defense and appeal of a claim, suit or proceeding arising in connection therewith, if incurred by us, or by you with the written consent of us.

Claim expenses do not include any salaries, overheads or other charges you incur for any time you spent in cooperating in the defense and investigation of any claim or circumstance which might lead to a claim under this Policy.

Claim expenses are part of and not in addition to the Limit of Liability.

4. Computer system means electronic, wireless, web or similar systems (including all hardware and software) used to process data or information in an analogue, digital, electronic or wireless format including computer programs, electronic data processing media, electronic data, electronic data communications equipment, operating systems, computer network and networking equipment, firmware, servers, web sites, extranet, and all input, output, processing, storage and on-line or off-line media libraries, music, graphic, entertainment and other content (to the extent that they hold electronic data).

5. Computer virus means computer instructions placed on a computer system without the owner or user's knowledge or consent that are designed to harm, impede, corrupt, erase, remove, disrupt or destroy the computer system, electronic data or software (or any part of them). **Computer virus** includes malicious codes, malware, trojan horses, worms, and time or logic bombs.

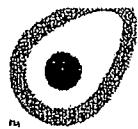
6. Damages means a compensatory monetary judgement, award or settlement, other than;

- (a) your future royalties or future profits, restitution, disgorgement of profits, or the costs of complying with orders granting injunctive relief;
- (b) return or offset of fees, charges, or commissions for goods or services already provided or contracted to be provided;
- (c) punitive or exemplary (unless insurable by law), treble or other damages that are assessed in part to punish the defendant or to deter others;
- (d) damages pursuant to federal, state or local statutory law other than compensatory and those fines related to **III. Definitions 19. Wrongful act(s) (j)**;
- (e) any amounts owed under any express or implied contract; and
- (f) any amounts for which you are not liable, or for which there is no legal recourse against you.

7. Denial of service means inability of a third party to gain access to your computer system through the Internet due to unauthorized attacks or deliberate overloading of bandwidth connections and/or web servers by means of the sending of substantial quantities of repeat or irrelevant communication or data with the intent of blocking access to the computer system by third parties.

Safeonline SafeEnterprise

Carpenter Moore



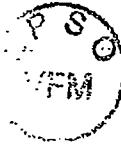
Underwritten by ACE Global Markets



ace global markets

8. **Directors and officers** mean all persons who were, or shall be directors or officers and all persons serving in a functionally equivalent role for the Parent Company, or any Subsidiary.
9. **Hacker attack** means unauthorized use of or gaining access to computer systems by a person not authorized to do so or in an unauthorized manner.
10. **Internet** means the worldwide public network of computer networks which enables the transmission of electronic data between different users.
11. **Policy period** means the period of insurance stated in item 4 of the Schedule.
12. **Professional services** means your professional activities which are performed for and on behalf of your clients or customers in the course of your business arising from activities, advice or products relating to information technology, computer systems, communications and media services utilizing the Internet; services include consulting, help desk related activities, training, data caching, data collecting, data storage, database designing, data processing, testing, mining and analysis, software programming, researching, systems integration or development, design, installation, repair, outsourcing or maintenance of computer or telecommunication equipment, products and components, networks or systems including Internet Service Providers and portals and exchanges; software code and security services including Active Server Pages; analyzing, digesting, collecting, compiling, gathering, mining, recording or other use of materials on the Internet including the advertising, broadcasting, marketing, directing, digitalizing, net casting, producing, publishing, researching, selling, disseminating, releasing or using materials on the Internet and related telemarketing, customer support and similar services.
13. **Property damage** means injury to, impairment, destruction, corruption or distortion of any tangible property, including the loss of use thereof or loss of use of tangible property which has not itself been physically impaired, injured or destroyed.
14. **Retroactive date** means the date specified in Item 7 of the Schedule.
15. **Subsidiary** shall mean any corporation of which you own on or before the inception date of the policy period more than 50% of the issued and outstanding voting stock either directly or indirectly through a subsidiary.

This Policy does not cover any claim against a subsidiary or any partner, director, officer or employee thereof for any wrongful act that occurred when you did not own more than 50% of the issued and outstanding voting stock of such subsidiary, either directly or indirectly through one or more of its subsidiaries.





550 South Hope Street
Suite 1100
Los Angeles, CA 90071-2627
www.howrey.com

June 14, 2007

Keith A. Meyer
Partner
T 213.892.1810
F 213.892.2300
meyer.k@howrey.com
File 07326.0002

R E C E I V E D

BY ELECTRONIC MAIL
AND U.S. MAIL

JUN 21 2007

Josh M. Kantrow, Esq.
Cozen O'Connor
Suite 1500
222 South Riverside Plaza
Chicago, IL 60606-6000

J M K

Re: StubHub, Inc.
Matter: NPS LLC and New England Patriots, L.P.
Policy No. SF604690Z
Your Reference No. 195933

Dear Josh:

As you know, we have been engaged by StubHub, Inc. ("StubHub") in connection with the coverage claims arising from the lawsuit brought by NPS LLC and New England Patriots, L.P. (collectively, the "Patriots") under the policy issued by Certain Underwriters at Lloyds ("Underwriters"), Policy No. SF604690Z (the "Policy"). This letter responds to your letter of May 3, 2007 to Allyson Willoughby in which Underwriters have denied coverage for the above-referenced claim.

The basis for Underwriters' denial of coverage is that the Patriots' lawsuit does not allege either a "claim" or "damages" as those terms are defined in the Policy. In fact, as shown below, the lawsuit itself is a covered claim, and the causes of action alleged against StubHub include damages as an element thereof.

The Policy defines "claim" as, *inter alia*, "(a) a civil proceeding for damages commenced by the filing of a complaint or similar pleading; or . . . (d) notice by a third party to you of circumstances that could reasonably be expected to result in any of the foregoing." Underwriters contend that the lawsuit does not expressly seek the recovery of damages, and thus no "claim" has been asserted under subheading (a) of the definition. Underwriters are mistaken.

Each cause of action alleged by the Patriots against StubHub *potentially* seeks the recovery of damages. This potential is more than sufficient to trigger the Underwriters' duty to defend under the Policy. Under California law, it is well-settled that "a liability insurer owes a broad duty to defend . . . a suit which *potentially* seeks damages within the coverage of the

AMSTERDAM BRUSSELS CHICAGO EAST PALO ALTO HOUSTON IRVINE LONDON LOS ANGELES
MUNICH NEW YORK NORTHERN VIRGINIA PARIS SALT LAKE CITY SAN FRANCISCO TAIPEI WASHINGTON, DC

Josh M. Kantrow, Esq.

June 14, 2007

Page 2

policy.” *Montrose Chem. Corp. v. Superior Court*, 6 Cal. 4th 287, 295, 861 P.2d 1153 (1993) (emphasis in original). This duty to defend is excused only when “it has been shown that there is no potential for coverage.” *Id.* (emphasis in original).

Illinois law is comparable. “An insurer’s duty to defend its insured is much broader than its duty to indemnify.” *General Agents Ins. Co. v. Midwest Sporting Goods Co.*, 215 Ill. 2d 146, 154-55, 828 N.E.2d 1092 (2005). “If the complaint alleges facts within the coverage of the policy or potentially within the coverage of the policy the duty to defend has been established.” *Clemons v. Travelers Ins. Co.*, 88 Ill. 2d 469, 476, 430 N.E.2d 1104 (1981) (emphasis in original). The allegations in the complaint and the policy provisions must both be given a liberal construction in favor of coverage. *Country Mut. Ins. Co. v. Carr*, 372 Ill. App. 3d 335, ___ N.E.2d ___ (2007). “Refusal to defend is unjustifiable unless it is clear from the face of the underlying complaint that the facts alleged do not fall potentially within the policy’s coverage.” *Outboard Marine Corp. v. Liberty Mut. Ins. Co.*, 154 Ill. 2d 90, 108, 607 N.E.2d 1204 (1992). Moreover, “all doubts concerning the scope of coverage” must be resolved “in favor of the insured.” *Illinois Emasco Ins. Co.*, 337 Ill. App. 3d at 359, 785 N.E.2d 905 (2003) (insurer may refuse to defend only when the complaint precludes the possibility of coverage).

Here, it is abundantly clear that the Patriots suit potentially seeks the recovery of damages from StubHub. Count One alleges a claim for intentional interference with advantageous relations against StubHub. The elements of such a claim are “(1) the existence of a contract or a business relationship which contemplated economic benefit; (2) the [defendant’s] knowledge of the contract or business relationship; (3) the [defendant’s] intentional interference with the contract or business relationship for an improper purpose or by improper means; and (4) damages.” *Bourque v. Cape Southport Assocs., LLC*, 60 Mass. App. Ct. 271, 277, 800 N.E.2d 1077 (2004) (emphasis added). See *Tech Plus, Inc. v. Ansel*, 59 Mass. App. Ct. 12, 18-19, 793 N.E.2d 1256 (2003) (holding that without “actual pecuniary loss,” there can be “no recovery on a claim for tortious interference with advantageous relationships”). Thus, this cause of action necessarily requires proof of damages as an element of the claim. As a result, there is no serious question that damages are potentially being sought in Count One.

The Second Count alleges a claim for misappropriation of name based on Massachusetts General Law Chapter 214, § 3A. This statute provides that a claimant “may recover damages for any injuries sustained by reason of such [unauthorized] use.” Mass. Gen. Laws ch. 214, § 3A (emphasis added). Thus, the very statute invoked by the Patriots as the basis for this count provides for the recovery of damages.

The Third Count alleges a claim under the Unfair Trade Practices Act, Massachusetts General Law Chapter 93A, § 2. This statute provides that a cause of action for Unfair Trade Practices may be brought “for money damages only.” Mass. Gen. Laws ch. 93A, § 2. As such, recovery “shall be in the amount of actual damages; or up to three, but not less than two, times such amount.” *Id.* (emphasis added). Once again, the statute on which the claim is based plainly provides for the recovery of damages.

Safeonline SafeEnterprise

Carpenter Moore

Underwritten by ACE Global Markets



ace global markets

Subsidiary shall also mean any corporation which becomes a subsidiary during the policy period provided that such corporation does not represent more than a fifteen percent (15%) increase in your total assets, employee count or gross revenue as of the date of the acquisition. Where such corporation represents an increase in your total assets, employee count or gross revenue of more than 15 percent (15%), such corporation shall be deemed a subsidiary under the Policy, but only upon the condition that within 30 days of it becoming a subsidiary, you shall have provided us with full particulars of the new subsidiary and agreed to any additional premium and/or amendment of the provisions of this Policy required by us relating to such new subsidiary, subject to the review and acceptance by us of full and complete underwriting information. Further, coverage as shall be afforded to the new subsidiary is conditioned upon you paying when due any additional premium required by us relating to such new subsidiary. A corporation becomes a subsidiary when you own more than 50% of the issued and outstanding voting stock either directly or indirectly through one or more of its subsidiaries, and ceases to be a subsidiary at such time when you cease to own more than 50% of the issued and outstanding voting stock.

16. **Theft of electronic data** means the unauthorized taking or misuse of information that exists in electronic form, or which is in the course of transmission to or from a mobile or wireless device which is intended to interact with a computer system, including account information, confidential information, proprietary information and personal information while stored in a computer system maintained to the minimum standards in respect of security and back up procedures as specified in your Application.
17. **Trade secret** means information, including a formula, pattern, compilation, program, device, method, technique or process, that:
 - (a) derives independent economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who would obtain value from its disclosure for use, so long as reasonable efforts have been made to maintain its secrecy; and
 - (b) that a business uses, which gives it an opportunity to obtain an advantage over competitors who do not know it or use it.
18. "We", "us" or "our" means the Underwriters providing this insurance.
19. **Wrongful act(s)** means any actual or alleged breach of duty, neglect, error, misstatement, misleading statement or omission in the rendering of professional services to others or arising from your legal liability in respect of your own professional activities relating to information technology, computer systems, communications utilizing the Internet and media services utilizing the Internet, including but not limited to:
 - (a) disparagement or harm to the reputation or character of any person or organization, defamation, libel, slander, product disparagement, trade libel, infliction of emotional distress, mental anguish, wrongful entry or eviction, trespass, eavesdropping, false arrest, malicious prosecution, outrage or outrageous conduct;



Safeonline  **SafeEnterprise**
Carpenter Moore

Underwritten by ACE Global Markets



ace global markets

- (b) invasion, infringement or interference with the right to privacy or of publicity, including false light, public disclosure of private facts, intrusion or commercial appropriation of name or likeness;
- (c) plagiarism, piracy or misappropriation of ideas in connection with the Internet;
- (d) infringement of copyright, domain name, trade dress, title or slogan, or the dilution or infringement of trademark, service mark, service name or trade name;
- (e) liability arising out of your negligent failure to prevent a party from unauthorized access to, use of or tampering with computer systems (including your employees who are not directors or officers) including:
 - (i) hacker attacks,
 - (ii) computer virus attacks, and
 - (iii) theft of electronic data;
- (f) liability arising out of your negligence in respect of any Internet content for which you are responsible;
- (g) inability of an authorized third party to gain access to your services including denial of service, unless caused by a mechanical or electrical failure;
- (h) negligent and inadvertent transmission by you to a third party of any computer virus;
- (i) breach of confidence or misuse of any information which is either confidential or subject to statutory restriction on its use;
- (j) alleged violations of the Patriot Act, Health Insurance Portability and Accountability Act, and other similar privacy statutes, the Computer Fraud, Misuse and Abuse Act, the Digital Millennium Copyright Act, the Federal Wiretap Statute and other federal, state or local laws establishing legal liability for operation and use of the Internet and computer systems, including intranets and extranets, and anti-cyber squatting and domain name disputes.

20. "You" or "your" or "yours" means:

- (a) the legal entity(s) shown in Item 2 of the Schedule;
- (b) any subsidiary of yours, but only with respect to wrongful acts which occur while it is a subsidiary and otherwise covered by this Policy;
- (c) any past, present or future officer, director, trustee or employee and in the event that you are a partnership, limited liability partnership or limited liability company, then any general or managing partner or principal, stockholder, owner thereof, but only while acting within the scope of their duties as such;
- (d) any agent or independent contractor, including distributors, licensees and sub-licensees, but only whilst acting on your behalf of or at your direction, and under your control; and
- (e) any entity whom you are required by contract to add as an insured under this Policy, but only for your wrongful acts and with our consent.



Safeonline SafeEnterprise

Carpenter Moore

Underwritten by ACE Global Markets



ace global markets

IV. Exclusions

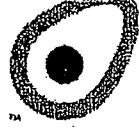
We shall not be liable for any damages or claims expenses directly or indirectly arising out of or in any way attributable to;

(a) any claim made against you arising out of any, willful, deliberate, malicious, fraudulent, dishonest or criminal act. However, notwithstanding the foregoing, the insurance afforded by this Policy shall apply to claims expenses incurred in defending any such claim or circumstance which might lead to a claim, but shall not apply to any damages which you might become legally obligated to pay, however upon the determination by a court, jury, or arbitrator, we will have the right to recover those claims expenses incurred from those parties found to have committed criminal, dishonest, fraudulent or malicious acts.

Whenever coverage under this insurance would be excluded, suspended or lost because of this exclusion relating to criminal, dishonest, fraudulent or malicious acts, errors or omissions by you, with respect to any other member of your management who did not personally participate or personally acquiesce or remain passive after having personal knowledge thereof, we agree that such insurance as would otherwise be afforded under this policy shall cover and be paid with respect to those of you who did not personally commit or personally participate in committing or personally acquiesce in or remain passive after having personal knowledge of one or more of the acts, errors or omissions described in this exclusion;

- (b) any claim made by one insured against another insured;
- (c) bodily injury or property damage;
- (d) your insolvency, however this does not alleviate us of our responsibilities under this policy;
- (e) any claim arising out of your activities as a trustee, partner, officer, director or employee of any employee trust, charitable organization, corporation, company or business other than that of the Named Insured;
- (f) any claim or circumstance arising from any wrongful act prior to the retroactive date of this Policy or where you knew or could reasonably have foreseen such wrongful act may be the basis of a claim;
- (g) any claim or circumstance previously notified to a prior insurer;
- (h) any liability assumed under any contract or agreement including any breach of express warranty or guarantee, except and to the extent you would have been liable in the absence of such contract or agreement;
- (i) actual or alleged infringement of any patent or trade secret;

Safeonline  **SafeEnterprise**
Carpenter Moore



Underwritten by ACE Global Markets



ace global markets

- (j) any actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced And Corrupt Organizations Act or RICO), as amended, or any regulation promulgated thereunder or any similar federal, state or local law similar to the foregoing, whether such law is statutory, regulatory or common law;
- (k) any action brought by or on behalf of the Federal Trade Commission ("FTC"), Federal Communications Commission ("FCC") or any other federal, state or local government agency or ASCAP, SESAC, BMI or other licensing organizations in such entity's regulatory, quasi-regulatory or official capacity, function or duty;
- (l) (a) employment or work place practices, including claims arising under worker compensation laws or claims in respect of alleged discrimination, harassment or inappropriate employment conduct of any sort;
(b) any acts related to the violation of any pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts; or any violation of any provision of the Employee Retirement Income Security Act of 1974, or any amendment to the Act or any violation of any regulation, ruling or order issued pursuant to the Act;
- (m) any actual or alleged violation of the Securities Act of 1933, the Securities Exchange Act of 1934, rules and regulations of the Securities Exchange Commission, the securities laws or regulations of any state, or any common law claim relating to any transaction arising out of, involving, or relating to the purchase or sale or offer to purchase or sell securities of your Company or any other entity;
- (n) any actual or alleged antitrust, restraint of trade, unfair competition, false, deceptive or unfair business practices, violation of consumer protection laws or false or deceptive advertising including violations of any local, state or federal laws regarding the aforementioned conduct;
- (o) professional services performed for any entity which:
 - (a) you own, operate, manage or control either directly or indirectly in whole or in part or in which you have an ownership interest in excess of 15%; or in which you are an officer or director; or
 - (b) wholly or partly owns, operates, controls or manages you;
- (p) coupons, prize discounts, prizes, awards, or any other valuable consideration given in excess of the total contracted or expected amount;
- (q) the actual or alleged inaccurate, inadequate, or incomplete description of the price of goods, products or services; or as a result of your cost guarantees, cost representations, contract price, or estimates of probable costs or cost estimates being exceeded;

Safeonline SafeEnterprise

Carpenter Moore

Underwritten by ACE Global Markets



ace global markets

- (r) any policies, procedures, methods, equipment, hardware, firmware, or software for creating, maintaining or managing any secure means for transmitting, receiving or exchanging electronic information using or involving digital certificates, digital signatures, certification authorities, public or private keys or scrambling technologies, or any other similar type of technology however denominated;
- (s) alleged or actual electrical or mechanical failures and/or interruption, including an electrical disturbance, surge, spike, brownout or blackout; or outages to gas, water, telephone, cable, satellite, telecommunications or other infrastructure comprising or supporting the Internet including service provided by the Internet Service Provider who hosts your website, unless under your operational control;
- (t) any wear or tear, latent or time-delayed damages arising from services provided prior to the policy period or gradual deterioration or your failure (or the failure of those acting on your behalf) to maintain in accordance with standard and reasonable practice any computer, computer system or network, computer software, or any other equipment;
- (u) any claim arising out of or resulting from the manufacturing, mining, use, sale, installation, removal, distribution of or exposure to asbestos, materials or products containing asbestos or asbestos fibers or dust;
- (v) any claim arising out of:
 - (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
 - (b) any act of terrorism.

For the purpose of this Exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

We also exclude loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.

If we allege that by reason of this Exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon you.

In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect;

Safeonline SafeEnterprise

Carpenter Moore

Underwritten by ACE Global Markets



ace global markets

- (w) alleged or actual fire, smoke, explosion, lightning, wind, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, an act of God or any other physical event, however caused;
- (x) any claim arising out of the existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person or the environment, or that affects the value, marketability, condition or use of any property;
- (y) directly or indirectly arising out of or resulting from the presence or actual, alleged, or threatened discharge, seepage, dispersal, migration, release, escape, generation, transportation, storage, or disposal of pollutants at any time, including any request, demand or order that you or others test for, monitor, clean up, remove, assess, or respond to the effects of pollutants. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, odors, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed; and
- (z) gambling, pornography, or the sale or provision of prohibited, restricted or regulated items including but not limited to alcoholic beverage, firearms, tobacco, or drugs.

V. General Conditions

A. Limit of Liability

Our maximum aggregate liability for all damages including claims expenses on account of all claims and circumstances covered by this Policy, shall be the Limit of Liability set forth in Item 5 of the Schedule.

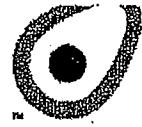
In the event of the exhaustion of the Limit of Liability, we shall have no further liability whatsoever.

The Limit of Liability for the Extended Reporting Period shall be part of, and not in addition to, our Limit of Liability for the policy period.

B. Deductible

The Deductible stated in Item 6, of the Schedule shall be satisfied by payments by you and apply to both damages and claims expenses or any combination thereof resulting from claims notified during the policy period and any Extended Reporting Period. We will only be liable for amounts excess of any Deductible and not exceeding our Limit of Liability as stated in Item 5 of the Schedule.

Safeonline  **SafeEnterprise**
Carpenter Moore



Underwritten by ACE Global Markets



ace global markets

C. Extended Reporting Provisions

1. Automatic Extended Reporting Period

If either you or us shall cancel or non-renew this policy, you shall have the right following the effective date of such cancellation or non-renewal, to a period of 60 days in which to give written notice to us of claims first made against you for any wrongful act prior to the end of the policy period and otherwise covered by this Policy.

2. Additional Extended Reporting Period

- A. In the event of cancellation or non-renewal of this Insurance by you or us, you shall have the right, upon payment of an additional premium in full of the total policy premium, to purchase a 12 month Extended Reporting Period at either, 100% of the total policy premium if we cancel or non-renew, or 200% if you cancel or non-renew, for claims first made against you and notified to us during the Extended Reporting Period, and arising out of any wrongful acts committed on or after the retroactive date and before the end of the policy period, subject to the conditions set forth herein. In order for you to invoke the Extended Reporting Period option, you must pay us within 30 days of the non-renewal or cancellation.
- B. The Limit of Liability for the Extended Reporting Period shall be part of, and not in addition to, our Limit of Liability for the policy period.
- C. Your right to the Extended Reporting Period shall not be available where cancellation or non-renewal by us is due to non-payment of premium or your failure to pay such amounts in excess of the applicable Limit of Liability or within the amount of the applicable Deductible.
- D. All notices and premiums payments with respect to the Extended Reporting option shall be directed to us through the entity named in Item 10 of the Schedule.
- E. At the commencement of the Extended Reporting Period the entire premium shall be deemed earned; In the event that you terminate the Extended Reporting Period for any reason prior to its natural expiration, we will not be liable to return any premium paid for the Extended Reporting Period.

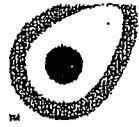
D. Notice/ Claims Reporting Provisions

1. If any claim is made against you, you shall as soon as practicable forward to us through persons named in Item 9 of the Schedule every letter of claim, demand, notice, summons or other process received by you or your representative.



Safeonline® SafeEnterprise

Carpenter Moore



Underwritten by ACE Global Markets



ace global markets

2. If during the policy period you first become aware of any circumstance that could reasonably be the basis for a claim you may provide written notice to us through persons named in Item 9 of the Schedule during the policy period of:
 - i. the specific details of any wrongful act that could reasonably be the basis for a claim;
 - ii. the injury or damage which may result or has resulted from the circumstance; and
 - iii. the facts by which you first became aware of this.

Any subsequent claim arising out of such circumstance made against you which is the subject of the written notice will be deemed to have been made at the time written notice complying with the above requirements was first given to us.

3. A claim shall be considered to be notified to us when written notice is first given to us through persons named in Item 9 of the Schedule of the claim or of any wrongful act, which could reasonably be expected to give rise to a claim if provided in compliance with 2. above.
4. If you shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claims hereunder shall be forfeited.

E. Your Duties

1. In the event of a claim or potential claim as covered by this Policy, you shall at all times co-operate with us. At your own cost, you shall make available your employees so as to reduce or avoid circumstances which might lead to a claim as covered under this Policy.
2. You shall at your own expense take all reasonable precautions to prevent and thereafter mitigate claims at all times and adhere to and maintain all security systems as outlined in the Application Form.
3. You shall not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, stipulate to any judgement or award or otherwise dispose of any claim without our consent.

Expenses incurred by you in assisting and cooperating with us as described above, do not constitute claims expenses under this Policy.

F. Other Insurance

The cover provided by this Policy is excess over and above any other valid insurance, (including any deductible portion) or agreement of indemnity available to you.



Safeonline® SafeEnterprise

Carpenter Moore

Underwritten by ACE Global Markets



ace global markets

G. Legal Action Against Us

No person or organization has a right under this Policy to (1) join us as a party or otherwise bring us into a suit asking for damages from you, or (2) sue us under this Policy in the absence of compliance with all of the terms and conditions of this Policy by you.

A person or organization may sue us to recover on an agreed settlement or on a final judgement against you obtained after an actual trial, but we will not be liable for damages that are not payable under the terms of this Policy or that are in excess of the applicable Limit of Liability. An agreed settlement means a settlement and release of liability signed by us, by you, and by the claimant or the claimant's legal representative.

H. Choice of Law Provision

For all purposes, this Policy shall be interpreted according to the law in Illinois which conflict of law principles shall not be used to adopt the law of other states in the United States.

I. Subrogation

In the event of us being required to make any form of payment under this Policy, we shall be subrogated to all your rights of recovery against any person or organization and you must execute and deliver instruments and papers and do whatever else is necessary to secure such rights. You must not do anything to prejudice such rights. Subrogation recovery shall reimburse us for all claims expenses as well as costs of pursuing the subrogation and additional amounts, if any, shall be emitted to you to the extent of your damages paid.

J. Changes

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Insurance or stop us from asserting any right under the terms of this Insurance; nor shall the terms of this Insurance be waived or changed, except by endorsement issued to form a part of this Insurance, signed by us.

K. Mergers and Acquisitions

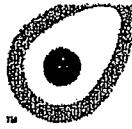
In the event that you consolidate, merge or are acquired by another entity, then all coverage under this Policy shall terminate at the date of the consolidation, merger or acquisition unless we have issued an endorsement extending coverage under this Policy, and you have agreed to any additional premium and terms of coverage required by us.

L. Assignment

This Policy may not be assigned to any party without our written consent.

Safeonline SafeEnterprise

Carpenter Moore



Underwritten by ACE Global Markets



ace global markets

M. Cancellation

1. This Policy may be cancelled by you by surrender thereof to us or by mailing to us through the entity named in Item 10 of the Schedule written notice stating when thereafter the cancellation shall be effective. We may cancel this insurance by mailing to you via the broker written notice stating when not less than 60 days thereafter such cancellation shall be effective. However, if we cancel this insurance because you have failed to pay a premium when due this insurance may be cancelled by us by mailing a written notice of cancellation to you at the address shown in the Schedule stating when not less than 10 days thereafter such cancellation shall be effective.
2. If you cancel this insurance, thirty percent (30%) of the premium shall be deemed earned upon inception of this Policy, and the remaining earned premium shall be computed in accordance with the Lloyd's short rate table and procedure; provided that the premium shall be deemed fully earned if any claim under this Policy is notified to us on or before the date of cancellation. If we cancel this insurance, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

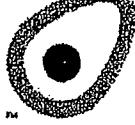
N. Dispute Resolution

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Policy promptly by negotiation. If the dispute has not been resolved by negotiation within forty-five (45) days of the disputing party's notice, either party may demand that the dispute be submitted for non-binding resolution under the then current CPR Model Mini-Trial Procedures in effect on the date of this agreement. Unless otherwise agreed, the parties will select a mini-trial neutral advisor from the CPR Panels of Neutrals and shall notify CPR and request CPR to initiate the selection process. All applicable statutes of limitations and defenses based upon the passage of time shall be tolled while the procedures specified herein are pending. The parties will take such action, if any, required to effectuate such tolling.

The parties agree that no suit will be filed by either party against the other party seeking resolution of any dispute arising out of or relating to this Policy until the parties have (1) attempted to negotiate a resolution, (2) completed the non-binding CPR Mini-Trial proceeding through decision, and (3) thirty days have elapsed since the conclusion of the non-binding CPR Mini-Trial proceeding.



Safeonline  **SafeEnterprise**
Carpenter Moore



Underwritten by ACE Global Markets



ace global markets

O. Service of Suit

It is agreed that in the event of the failure of us to pay any amount claimed to be due, we at your request, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of our rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon the firm noted in Item 11 of the Schedule Sedgwick, Detert, Moran & Arnold, 3 Park Plaza, 17th Floor, Irvine, California 92614-8540, U.S.A., and that in any suit instituted against any one of us upon this contract, we will abide by the final and unappealable decision of such Court or of any Appellate Court including in the event of an appeal.

The above named are authorized and directed to accept service of process on our behalf in any such suit and/or upon your request to give a written undertaking to you that they will enter a general appearance upon our behalf in the event that such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, we designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or their successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on your behalf or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) (U.S.A.)

For attachment to insurances of the following classifications in the U.S.A., Its Territories and Possessions, Puerto Rico and the Canal Zone:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This Policy* does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
 - (a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- V. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material; special nuclear material or by-product material; "source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included

within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means:

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

* NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

17/3/80
NMA1256

VFM

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE-LIABILITY-DIRECT (U.S.A.)

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause-Liability-Direct) to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., Its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

13/2/64
NMA1477



NEW SHORT RATE CANCELLATION TABLE ENDORSEMENT (U.S.A.) (amended)

In consideration of the premium for which this Insurance is written and in accordance with General Condition M.2. of this Policy, it is agreed that in the event of cancellation thereof by you the remaining Earned Premium, after the deduction of 30% of the premium at Inception, shall be computed as follows:-

SHORT RATE CANCELLATION TABLE**A. For Insurances written for one year:-**

Days Insurance In Force	Per cent. of One Year Premium	Days Insurance In Force	Per cent. of One Year Premium
1 - 73	30	206 - 209	66
74 - 76	31	210 - 214	67
77 - 80	32	215 - 218	68
81 - 83	33	219 - 223	69
84 - 87	34	224 - 228	70
88 - 91 (3 months)	35	229 - 232	71
92 - 94	36	233 - 237	72
95 - 98	37	238 - 241	73
99 - 102	38	242 - 246 (8 months)	74
103 - 105	39	247 - 250	75
106 - 109	40	251 - 255	76
110 - 113	41	256 - 260	77
114 - 116	42	261 - 264	78
117 - 120	43	265 - 269	79
121 - 124 (4 months)	44	270 - 273 (9 months)	80
125 - 127	45	274 - 278	81
128 - 131	46	279 - 282	82
132 - 135	47	283 - 287	83
136 - 138	48	288 - 291	84
139 - 142	49	292 - 296	85
143 - 146	50	297 - 301	86
147 - 149	51	302 - 305 (10 months)	87
150 - 153 (5 months)	52	306 - 310	88
154 - 156	53	311 - 314	89
157 - 160	54	315 - 319	90
161 - 164	55	320 - 323	91
165 - 167	56	324 - 328	92
168 - 171	57	329 - 332	93
172 - 175	58	333 - 337 (11 months)	94
176 - 178	59	338 - 342	95
179 - 182 (6 months)	60	343 - 346	96
183 - 187	61	347 - 351	97
188 - 191	62	352 - 355	98
192 - 196	63	356 - 360	99
197 - 200	64	361 - 365 (12 months)	100
201 - 205	65		

B. For Insurances written for more or less than one year:-

1. If insurance has been in force for 12 months or less, apply the standard short rate table for annual insurances to the full annual premium determined as for an insurance written for a term of one year.
2. If insurance has been in force for more than 12 months:

- (a) Determine full annual premium as for an insurance written for a term of one year.
- (b) Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata Earned Premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the insurance was originally written.
- (c) Add premium produced in accordance with items (a) and (b) to obtain Earned Premium during full period insurance has been in force.

09/02/58
NMA45 (amended)

PREMIUM PAYMENT WARRANTY

IT IS WARRANTED that all Premiums due to us under this Policy are paid within 45 days from Inception.

Non-receipt by us of such premiums by Midnight on the Premium Due date shall render this Insurance Policy void with effect from Inception.

LSW585(11/93) (amended)



WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, Insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If we allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon you.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

08/10/01
NMA2918 (amended)